

<i>SERFF Tracking Number:</i>	<i>NWFA-127317597</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Nationwide Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49346</i>
<i>Company Tracking Number:</i>	<i>VAC-0125AO</i>		
<i>TOI:</i>	<i>A03G Group Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Group Flexible Premium Deferred Variable Annuity Contract</i>		
<i>Project Name/Number:</i>	<i>/VAC-0125AO</i>		

Filing at a Glance

Company: Nationwide Life Insurance Company

Product Name: Group Flexible Premium SERFF Tr Num: NWFA-127317597 State: Arkansas

Deferred Variable Annuity Contract

TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed-Approved- State Tr Num: 49346

Closed

Sub-TOI: A03G.002 Flexible Premium

Co Tr Num: VAC-0125AO

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Angela D. Cox, Jenny

Disposition Date: 08/05/2011

Christiansen, Julie Eaton, Grace

Holland, Leonja Merritt, Clara

Pollard, Darcy L. Spangler, Natalie

Walden, Melanie Davis

Date Submitted: 07/19/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number: VAC-0125AO

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Concurrently being filed in Nationwide's state of domicile, Ohio.

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Group Market Type: Trust

Overall Rate Impact:

Filing Status Changed: 08/05/2011

State Status Changed: 08/05/2011

Deemer Date:

Created By: Natalie Walden

Submitted By: Natalie Walden

Corresponding Filing Tracking Number:

Filing Description:

RE: Nationwide Life Insurance Company

NAIC # 66869 FEIN 31-4156830 NAIC Group # 140

SERFF Tracking Number: NWFA-127317597 State: Arkansas
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**Group Flexible Premium Deferred Variable Annuity Contract
VAC-0125AO**

**Group Flexible Premium Deferred Variable Annuity Application
VAA-0135AO**

Nationwide Life Insurance Company ("Nationwide") is filing the above-referenced forms for general use and approval by the Department of Insurance (the "Department"). Upon approval by the Department, Nationwide will begin utilizing these forms September 1, 2011.

Contract form VAC-0125AO is a group flexible premium deferred variable annuity contract (the "Contract"). The Contract, which features a minimum guaranteed withdrawal benefit ("MGWB"), will be issued to a trust that will hold the Contract on behalf of an employer and used exclusively with defined contribution plans qualified under Section 401(a) of the Internal Revenue Code and governmental eligible deferred compensation plans under Code Section 457(b). The MGWB is an insurance benefit based on the Plan's investment of a portion of a participant's Plan account in the Contract, and which allows the participant to withdraw a "minimum guaranteed annual withdrawal amount" for life from the portion of the participant's Plan account invested in the Contract, even if the participant's account value is reduced to zero, provided no excess withdrawals have been taken.

The Contract is intended to serve as a funding vehicle within a series of age-based target date investment options (Host Investment Options) utilized by plans and plan participants to provide guaranteed withdrawal benefits as the participants approach retirement age.

Plans may elect to diversify their insurance coverage by choosing to allocate the target date options across multiple insurance carriers. The Contract is designed to accommodate that objective and may be used in combination with substantially similar contracts issued by other life insurance carriers. In that event, each carrier would establish a MGWB benefit for each participant investing in the contracts through their plan. Each carrier's MGWB obligation under such an arrangement would be several and not joint.

The Contract is Required Minimum Distribution ("RMD") friendly meaning that if a participant's RMD amount exceeds the Maximum Annual Withdrawal ("MAW"), the amount in excess of the MAW will not be subject to Excess Withdrawal treatment.

The Daily Benefit Charge and Daily Program Fee are both 1% currently and are subject to a 2% and 3% maximum, respectively. There are no surrender charges under the Contract.

Application form VAA-0135AO will be utilized with the Contract upon approval.

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Nationwide Life Insurance Company, ING Life Insurance and Annuity Company and AXA-Equitable are submitting substantially similar contracts that will be utilized within this arrangement.

The SERFF tracking numbers for the above referenced carriers are:

- ING Life Insurance and Annuity Company – INGD-127315747
- AXA-Equitable - ELAS-127311906

Nationwide certifies that, to the best of its knowledge and belief, the forms submitted comply with all of the laws and regulations of your state. A Statement of Variability, which describes proposed language variations for the Contract Schedule and explains any variations and parameters in the bracketed values, and Actuarial Memorandum are included in this filing.

Pursuant to the NAIC Model Act adopted by most states, group annuity forms issued to fund employer sponsored retirement plans are exempt from the readability requirements.

Nationwide's printers use various fonts and layouts; therefore, Nationwide reserves the right to format the pages of these forms to conform to the printer's requirements. No change in language will occur, only a possible page break or page renumbering.

Company and Contact

Filing Contact Information

Clara Pollard, Sr. Compliance Analyst, Corporate Compliance PO Box 182455 1-33-102 Columbus, OH 43272-8921	pollarc@nationwide.com 800-691-0023 [Phone] 94507 [Ext] 614-249-2112 [FAX]
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Filing Company Information

Nationwide Life Insurance Company PO Box 182455 1-33-102 Columbus, OH 43272-8921 (800) 691-0023 ext. [Phone] -----	CoCode: 66869 Group Code: 140 Group Name: FEIN Number: 31-4156830	State of Domicile: Ohio Company Type: State ID Number:
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SERFF Tracking Number: NWFA-127317597 State: Arkansas
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TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
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Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No
Fee Explanation: \$50.00 per form X 2 forms = \$100.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Life Insurance Company	\$100.00	07/19/2011	49915126

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/05/2011	08/05/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	07/22/2011	07/22/2011	Clara Pollard	08/04/2011	08/05/2011

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Disposition

Disposition Date: 08/05/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variables		Yes
Supporting Document	Comsumer Information Notice		Yes
Supporting Document	Certificates of Compliance		Yes
Form	Contract		Yes
Form	Application		Yes

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Project Name/Number: */VAC-0125AO*

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/22/2011
Submitted Date 07/22/2011
Respond By Date 08/22/2011

Dear Clara Pollard,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule.

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Product Name: Group Flexible Premium Deferred Variable Annuity Contract
Project Name/Number: /VAC-0125AO

Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/04/2011
Submitted Date 08/05/2011

Dear Linda Bird,

Comments:

The listed items in your objection stated below has been reviewed and my response to each listed item is in the comments section. The scheduled items added as a result to your objection are located under the Supporting Documentation tab.

Response 1

Comments: Applies To: Entire filing Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy.

Please find form NRS-3510 "Important Information for All Contract Owners", a notice providing the required information addressing the issue regarding this contract.

Although Nationwide has the Departments Guaranty Association Notice and provides it where applicable, it is not attached here as this is a group variable annuity which is not covered under this guaranty notice.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule. Also, an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Please find the required certificates described above attached as scheduled items.

Upon review of Regulation 6 and 19, Nationwide determined this filing is in compliance with the regulations. Therefore, attached you will find the Certificate of Compliance as required.

Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule.

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Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Comsumer Information Notice

Comment: Guaranteed Association Notice does not apply to this group variable annuity contract.

Satisfied -Name: Certificates of Compliance

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Nationwide believes this response and the attached documents will satisfy your stated objection.

Sincerely,

Angela D. Cox, Clara Pollard, Darcy L. Spangler, Grace Holland, Jenny Christiansen, Julie Eaton, Leonja Merritt,
Melanie Davis, Natalie Walden

SERFF Tracking Number: NWFA-127317597 State: Arkansas

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Form Schedule

Lead Form Number: VAC-0125AO

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	VAC-0125AO	Policy/Cont Contract ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		49.800	Contract VAC- 0125AO.pdf
	VAA-0135AO	Application/ Application Enrollment Form	Initial		0.000	Application VAA- 0135AO.pdf



NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215
[1-800-321-6064]

Important terms and definitions used in this Contract appear on page 6.

SPECIFICATIONS

Contract Number [SPECIMEN]
Contract Holder [SPECIMEN]
Host Investment Option [ING Lifetime Income Protection Portfolios]
Contract Date [July 8, 2011]
Issue State [STATE]
Separate Account [QPVA II]

GROUP FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

In this Contract, “you” or “your” refers to the Contract Holder shown above. “We”, “our”, or “us” refers to Nationwide Life Insurance Company.

READ YOUR CONTRACT CAREFULLY. This is a legal Contract between you and us.

Payments and values under this Contract, when based on the investment experience of the Variable Sub-Account, may increase or decrease depending on the investment results of the Variable Sub-Account; they are not guaranteed as to dollar amounts. Provisions regarding the variable nature of this Contract are found in Section 5.

DEFENSE OF MARRIAGE ACT DISCLOSURE

The federal Defense of Marriage Act, 1 U.S.C. 57, defines “marriage”, for federal law purposes, as a legal union between one man and one woman as husband and wife and “spouse,” for federal law purposes, as a person of the opposite sex who is a husband or wife. Consequently, DOMA precludes recognition of same-sex partners under the Internal Revenue Code. The spousal benefits under this Contract are available to tax advantaged retirement plans and, accordingly, may be limited by the Plan to participant spouses within the meaning of DOMA.

Executed for Nationwide on the Date of Issue by:

Secretary

President

This Contract is **non-participating** which means it will not pay dividends resulting from any of the surplus or earnings of Nationwide Life Insurance Company.

TABLE OF CONTENTS

	Page
1. CONTRACT SCHEDULE	3
2. IMPORTANT TERMS AND DEFINITIONS.....	6
3. INTRODUCTION TO THE CONTRACT	
3.1 The Contract.....	9
3.2 The Contract Holder.....	9
3.3 The Plans.....	9
3.4 The Participants.....	9
3.5 The Beneficiary.....	9
4. PREMIUMS AND TRANSFERS	
4.1 Premiums	10
4.2 Contribution Premiums	10
4.3 Transfer Premiums	10
4.4 Variable Sub-Account No Longer Available	10
5. CONTRACT VALUE	
5.1 The Separate Account	11
5.2 The Accumulation Value	11
5.3 Charges and Expenses.....	12
6. CONTRACT SURRENDER AND BENEFITS	
6.1 Contract Surrender	12
6.2 Withdrawals	13
6.3 Qualified Domestic Relations Orders.....	16
6.4 Rollover Privilege	17
7. ANNUITY PAYMENTS	
7.1 Annuitization.....	17
7.2 Annuity Payment Options	18
8. OTHER IMPORTANT INFORMATION	
8.1 Annual Report to Owner	19
8.2 Assignment.....	19
8.3 Misstatement Made in Connection with this Contract	20
8.4 Payments We May Defer	20
8.5 Rules for Interpreting this Contract.....	20
8.6 Non-Waiver.....	20
8.7 Suspensions and Terminations	20
TABLE(s)	22

1. CONTRACT SCHEDULE

A. Premiums (see 4.1)

We may refuse to accept Premium for any Individual Account if the MGWB Base of that Individual Account is [\$1,500,000], or more.

B. Charges and Fees:

Daily Benefit Charge:	[2.00]% on an annual basis of each Individual Account Value
------------------------------	---

Daily Program Fee:	[3.00]% on an annual basis of each Individual Account Value
---------------------------	---

C. Minimum Guaranteed Withdrawal Benefit (MGWB) Data Table

Assumed Lifetime Withdrawal Commencement Age:	65 when [100%] of MAW is available
Early Lifetime Withdrawal Commencement:	The Participant's MAW is reduced to: <ul style="list-style-type: none">• [95%] when starting at age 64• [90%] when starting at age 63• [85%] when starting at age 62
Deferred Lifetime Withdrawal Phase Commencement:	The Participant's MAW is increased to: <ul style="list-style-type: none">• [102%] when starting at age 66• [104%] when starting at age 67• [106%] when starting at age 68• [108%] when starting at age 69• [110%] when starting at age 70 plus
Contribution Rate Floor:	[1.5%]
Transfer Rate Floor:	[1.5%]
Ratchet Increase Withdrawal Rate:	The dollar weighted average of an Individual Account's guaranteed withdrawal rates on the Ratchet Date.

1. CONTRACT SCHEDULE (CONTINUED)

D. Joint and Survivor Option Data Table

Upon the election of a Joint and Survivor MGWB a participant's MAW shall be actuarially adjusted, following adjustment for early lifetime withdrawal commencement or deferred lifetime withdrawal commencement if applicable, using the following factors, as reflected in the conversion table shown below:

Annuity 2000 Basic / 3% Interest Joint and Survivor Equivalency Factors

To be applied to Participant MAW% After Adjustment for Early or Late Benefit Election

Spouse	Participant												
	62	63	64	65	66	67	68	69	70	71	72	73	74
20	58%	57%	55%	54%	52%	51%	49%	48%	46%	44%	43%	41%	40%
21	58%	57%	55%	54%	52%	51%	49%	48%	46%	45%	43%	42%	40%
22	59%	57%	56%	54%	53%	51%	50%	48%	47%	45%	43%	42%	40%
23	59%	58%	56%	55%	53%	51%	50%	48%	47%	45%	44%	42%	41%
24	59%	58%	56%	55%	53%	52%	50%	49%	47%	45%	44%	42%	41%
25	60%	58%	57%	55%	54%	52%	51%	49%	47%	46%	44%	43%	41%
26	60%	59%	57%	56%	54%	52%	51%	49%	48%	46%	44%	43%	41%
27	61%	59%	58%	56%	54%	53%	51%	50%	48%	46%	45%	43%	42%
28	61%	59%	58%	56%	55%	53%	52%	50%	48%	47%	45%	43%	42%
29	61%	60%	58%	57%	55%	54%	52%	50%	49%	47%	45%	44%	42%
30	62%	60%	59%	57%	56%	54%	52%	51%	49%	47%	46%	44%	43%
31	62%	61%	59%	58%	56%	54%	53%	51%	49%	48%	46%	44%	43%
32	63%	61%	60%	58%	56%	55%	53%	52%	50%	48%	47%	45%	43%
33	63%	62%	60%	59%	57%	55%	54%	52%	50%	49%	47%	45%	44%
34	64%	62%	61%	59%	57%	56%	54%	52%	51%	49%	47%	46%	44%
35	64%	63%	61%	60%	58%	56%	55%	53%	51%	49%	48%	46%	44%
36	65%	63%	62%	60%	58%	57%	55%	53%	52%	50%	48%	46%	45%
37	65%	64%	62%	61%	59%	57%	56%	54%	52%	50%	49%	47%	45%
38	66%	64%	63%	61%	59%	58%	56%	54%	53%	51%	49%	47%	46%
39	67%	65%	63%	62%	60%	58%	57%	55%	53%	51%	50%	48%	46%
40	67%	66%	64%	62%	61%	59%	57%	55%	54%	52%	50%	48%	47%
41	68%	66%	65%	63%	61%	60%	58%	56%	54%	52%	51%	49%	47%
42	69%	67%	65%	64%	62%	60%	58%	57%	55%	53%	51%	49%	48%
43	69%	68%	66%	64%	63%	61%	59%	57%	55%	54%	52%	50%	48%
44	70%	68%	67%	65%	63%	62%	60%	58%	56%	54%	52%	51%	49%
45	71%	69%	67%	66%	64%	62%	60%	59%	57%	55%	53%	51%	49%
46	71%	70%	68%	66%	65%	63%	61%	59%	57%	56%	54%	52%	50%
47	72%	71%	69%	67%	65%	64%	62%	60%	58%	56%	54%	53%	51%
48	73%	71%	70%	68%	66%	64%	63%	61%	59%	57%	55%	53%	51%
49	74%	72%	71%	69%	67%	65%	63%	62%	60%	58%	56%	54%	52%
50	75%	73%	71%	70%	68%	66%	64%	62%	61%	59%	57%	55%	53%
51	75%	74%	72%	71%	69%	67%	65%	63%	61%	59%	57%	56%	54%
52	76%	75%	73%	71%	70%	68%	66%	64%	62%	60%	58%	56%	54%
53	77%	76%	74%	72%	71%	69%	67%	65%	63%	61%	59%	57%	55%
54	78%	77%	75%	73%	71%	70%	68%	66%	64%	62%	60%	58%	56%
55	79%	77%	76%	74%	72%	71%	69%	67%	65%	63%	61%	59%	57%
56	80%	78%	77%	75%	73%	72%	70%	68%	66%	64%	62%	60%	58%
57	81%	79%	78%	76%	74%	73%	71%	69%	67%	65%	63%	61%	59%
58	82%	80%	79%	77%	75%	74%	72%	70%	68%	66%	64%	62%	60%
59	83%	81%	80%	78%	76%	75%	73%	71%	69%	67%	65%	63%	61%
60	83%	82%	81%	79%	77%	76%	74%	72%	70%	68%	66%	64%	62%

1. CONTRACT SCHEDULE (CONTINUED)

61	84%	83%	82%	80%	78%	77%	75%	73%	71%	69%	67%	65%	63%
62	85%	84%	83%	81%	79%	78%	76%	74%	72%	70%	68%	66%	64%
63	86%	85%	83%	82%	80%	79%	77%	75%	74%	72%	70%	68%	66%
64	87%	86%	84%	83%	82%	80%	78%	77%	75%	73%	71%	69%	67%
65	88%	87%	85%	84%	83%	81%	79%	78%	76%	74%	72%	70%	68%
66	89%	87%	86%	85%	84%	82%	81%	79%	77%	75%	73%	71%	69%
67	89%	88%	87%	86%	85%	83%	82%	80%	78%	76%	75%	73%	71%
68	90%	89%	88%	87%	86%	84%	83%	81%	79%	78%	76%	74%	72%
69	91%	90%	89%	88%	87%	85%	84%	82%	81%	79%	77%	75%	73%
70	92%	91%	90%	89%	87%	86%	85%	83%	82%	80%	78%	77%	75%
71	92%	91%	90%	89%	88%	87%	86%	84%	83%	81%	80%	78%	76%
72	93%	92%	91%	90%	89%	88%	87%	86%	84%	83%	81%	79%	77%
73	93%	93%	92%	91%	90%	89%	88%	87%	85%	84%	82%	80%	79%
74	94%	93%	93%	92%	91%	90%	89%	88%	86%	85%	83%	82%	80%
75	95%	94%	93%	92%	92%	91%	90%	89%	87%	86%	85%	83%	81%
76	95%	95%	94%	93%	92%	91%	91%	89%	88%	87%	86%	84%	83%
77	96%	95%	94%	94%	93%	92%	91%	90%	89%	88%	87%	85%	84%
78	96%	95%	95%	94%	94%	93%	92%	91%	90%	89%	88%	87%	85%
79	96%	96%	95%	95%	94%	94%	93%	92%	91%	90%	89%	88%	86%
80	97%	96%	96%	95%	95%	94%	93%	93%	92%	91%	90%	89%	87%
81	97%	97%	96%	96%	95%	95%	94%	93%	93%	92%	91%	90%	88%
82	97%	97%	97%	96%	96%	95%	95%	94%	93%	92%	92%	91%	89%
83	98%	97%	97%	97%	96%	96%	95%	95%	94%	93%	92%	91%	90%
84	98%	98%	97%	97%	97%	96%	96%	95%	95%	94%	93%	92%	91%
85	98%	98%	98%	97%	97%	97%	96%	96%	95%	94%	94%	93%	92%
86	98%	98%	98%	98%	97%	97%	97%	96%	96%	95%	94%	94%	93%
87	99%	98%	98%	98%	98%	97%	97%	97%	96%	96%	95%	94%	94%
88	99%	99%	98%	98%	98%	98%	97%	97%	96%	96%	96%	95%	94%
89	99%	99%	99%	98%	98%	98%	98%	97%	97%	96%	96%	95%	95%
90	99%	99%	99%	99%	98%	98%	98%	98%	97%	97%	96%	96%	95%

E. Initial Variable Sub-Account: [QPVA II]

F. Withdrawals - Lifetime Withdrawal Phase: [20] Business Days (See 6.2)

G. The Minimum MGWB Base required to initiate the Lifetime Withdrawal Phase: [\$5,000] (See 6.2)

H. Minimum Rollover Amount: [\$5,000 of MGWB Base] (See 6.4)

2. IMPORTANT TERMS AND DEFINITIONS

Accumulation Value means the sum of the Individual Account Values allocated to the Variable Sub-Account. The Variable Sub-Account is valued at the close of each Business Day. See Section 5.2

Annuitant means the individual upon whose life Annuity Payments are based.

Annuity Payments means periodic payments made to an Annuitant under an Annuity Plan.

Annuity Plan means an option to which the Accumulation Value of an Individual Account may be applied at your election that determines the frequency, duration and amount of the Annuity Payments.

Beneficiary means the individual or entity designated under the terms of a Plan to receive benefits upon the death of a Participant.

Business Day means any day that the New York Stock Exchange is open for trading, exclusive of federal holidays, or any day the Securities and Exchange Commission ("SEC") requires that mutual funds, unit investment trusts or other investment portfolios be valued.

Code means the Internal Revenue Code of 1986, as amended.

Contract means this Group Flexible Premium Deferred Variable Annuity Contract, together with any application, amendments, or Endorsements. This Contract is not subject to the claims of the general creditors of an employer sponsoring a Plan.

Contract Holder means the trustee or custodian named in the specifications section on the face page, to which the Contract is issued, and which owns the Contract on behalf of the Plans. The Contract Holder is entitled to exercise the rights incident to ownership of this Contract.

For Contracts issued in connection with eligible deferred compensation plans under Section 457(b) of the Code, the Contract Holder will hold all the assets of the Plan invested in this Contract, including all Accumulation Values and Individual Account Values of all Plan Participants, in trust for the exclusive benefit of the Participants and their Beneficiaries under the Plan. It is impossible, prior to the satisfaction of all liabilities with respect to the Participants and their Beneficiaries under the Plan, for any part of the assets and income of this Contract to be used for, or diverted to, purposes other than for the exclusive benefit of the Participants and their Beneficiaries under the Plan.

Contribution Premium means any payment, other than a Transfer Premium, made by you and accepted by us to one of the Individual Accounts established under this Contract. The sources of Contribution Premium are described in Section 4.2.

Contribution Withdrawal Rate means the Withdrawal Rate associated with a payment of Contribution Premium.

Daily Benefit Charge means the charge assessed against or withdrawn from the Variable Sub-Account under or in connection with the benefits provided under this Contract. The maximum Daily Benefit Charge is shown in the Charges and Fees table in the Contract Schedule. See also Section 5.3.

Daily Program Fee means the charges, expenses and other fees that are assessed against or withdrawn from the Variable Sub-Account as directed by the Plan in connection with the operation of the Host Investment Option (including the fees associated with the Portfolio), other than the Daily Benefit Charge. The maximum Daily Program Fee is shown in the Charges and Fees table in the Contract Schedule. See also Section 5.3.

Endorsements mean attachments to the Contract that add to, amend, change, modify or supersede the Contract's terms or provisions.

Excess Withdrawal means any Withdrawal taken before commencement of the Lifetime Withdrawal Phase, or any Withdrawal exceeding the Maximum Annual Withdrawal (MAW) on or after the Lifetime Withdrawal Phase has begun, with the exception of withdrawals taken to satisfy either: (1) required minimum distributions paid from the Plan under Code Section 401(a)(9) if such required minimum distributions are paid on a pro rata basis from each of the Plan's designated investment alternatives; and (2) Daily Program Fees of up to the allowance percentage shown in the Charges and Fees table of the Contract Schedule.

Good Order means instructions that are complete and clear enough to allow us to act without exercising discretion.

Host Investment Option means each of the age based target date investment options adopted by the Plan and accepted by us as a source of funding this Contract.

Individual Account means each of the accounts we establish under this Contract to measure the benefits accrued by a Plan under this Contract with respect to a Participant or Beneficiary or with respect to an alternate payee of a Participant or Beneficiary pursuant to a qualified domestic relations order.

Individual Account Value means the portion of the Accumulation Value associated with an Individual Account. The Individual Account Value on any given day is equal to the number of Units associated with the Individual Account multiplied by the Unit Value on that day.

Joint and Survivor MGWB means a Minimum Guaranteed Withdrawal Benefit for the life of the Participant and the life of the Participant's spouse (as defined under federal law).

Lifetime Automatic Periodic Benefit Status means a period in time after the Individual Account Value is reduced to zero (other than by an Excess Withdrawal or Surrender). During this time we will pay MGWB Periodic Payments under a Participant's Individual Account. See Section 6.2 for details.

Lifetime Withdrawal Phase means the period during which the Maximum Annual Withdrawal is calculated and is available for withdrawal. See Section 6.2 for additional details.

Maximum Annual Withdrawal or MAW means the maximum amount available for Withdrawal from an Individual Account under the Minimum Guaranteed Withdrawal Benefit in any Withdrawal Year without reducing the MGWB Base in future Withdrawal Years.

MAW Percentage means a factor that is used for the sole purpose of calculating the MAW. See Section 6.2 for details.

MGWB Base means a factor that is used for the sole purpose of calculating the MAW. The MGWB Base has no cash value. See Section 6.2 for details.

MGWB Periodic Payments mean the payments that we make after an Individual Account enters the Lifetime Automatic Periodic Benefit Status.

Minimum Guaranteed Withdrawal Benefit or MGWB means the benefit available under an Individual Account after a Participant elects to commence the Lifetime Withdrawal Phase, which guarantees that the Participant will have a pre-determined amount (the MAW) available for Withdrawals from the Contract each Contract Year, even if the Individual Account Value is reduced to zero, as more fully described in Section 6.2 of the Contract.

Net Return Factor means the value that reflects: (1) the investment experience of the Portfolio in which the Variable Sub-Account invests; and (2) the charges assessed against that Variable Sub-Account during a Valuation Period.

Notice to Us means notice made in a form that: (1) is approved by, or is acceptable to, us; (2) has the information and any documentation we determine to be necessary to take the action requested or exercise the right specified; and (3) is received by us at our Customer Service Center at the address specified on the first page of this Contract. Under certain circumstances, we may permit you to provide Notice to Us by telephone or electronically.

Notice to You means written notification mailed to your last known address. A different means of notification may also be used if you and we mutually agree. When action is required by you, the time frame and manner for response will be specified in the notice.

Participant means a person who is covered under a Plan and for whom an Individual Account has been established under this Contract.

Plan(s) means the retirement plan(s) or program(s) that are qualified under Section 401(a) of the Code or that constitute eligible deferred compensation plans under Section 457(b) of the Code that have adopted the trust document or custody agreement appointing the Contract Holder to own this Contract on their behalf.

Portfolio means a collective investment trust, mutual fund, unit investment trust or other investment portfolio in which a Variable Sub-Account of the Separate Account invests.

Premium means, collectively, the Contribution Premiums and any Transfer Premiums. All Premiums are remitted by the Host Investment Option.

Proof of Age means the documentation we deem necessary to establish the age of a Participant and/or a Participant's spouse including, but not limited to (1) a copy of a driver's license; (2) a copy of a passport; (3) a certified copy of a birth certificate; or (4) any other proof we deem in our discretion to be satisfactory to us.

Ratchet means the increase to the MGWB Base by an amount equal to the difference between the MGWB Base and the Accumulation Value on the applicable Ratchet Date if the Accumulation Value is greater than the amount of the MGWB Base immediately prior to such Ratchet Date.

Ratchet Withdrawal Rate means the Withdrawal Rate associated with a Ratchet increase to the MGWB Base.

Ratchet Date means, as to any Individual Account, each of the Participant's birthdays and the date of the Participant's Lifetime Withdrawal Phase election.

Rollover Contract means an individual annuity contract or certificate issued to a Participant for a direct rollover of a distribution from the Plan. Such contract or certificate is either an individual retirement annuity contract or other eligible retirement plan funding vehicle.

Separate Account means the separate account shown on the first page of this Contract. See Section 5.1.

Surrender means a transaction in which the entire Accumulation Value is taken from the Contract or from one or more Individual Accounts.

Transfer Premium means any payment, other than a Contribution Premium, made by you and accepted by us to one of the Individual Accounts established under the Contract. The sources of Transfer Premiums are described in Section 4.3.

Transfer Withdrawal Rate means the Withdrawal Rate associated with a payment of Transfer Premium.

Unit means a unit of value in the Separate Account as described in Section 5.1.

Unit Value means the dollar value of each Unit in the Separate Account, and on any given day equals the net asset value of a share of the Portfolio.

Valuation Period means the time from the close of regular trading on the New York Stock Exchange on one Business Day to the close of regular trading on the next succeeding Business Day.

Variable Sub-Account means a sub-account of the Separate Account.

Withdrawal means a transaction in which only a portion of the Accumulation Value is taken from an Individual Account.

Withdrawal Rate means the fixed percentages associated with each dollar allocated to an Individual Account that are used to determine the MAW Percentage.

Withdrawal Year means the period of time from the date that an Individual Account enters the Lifetime Withdrawal Phase to the Participant's next birthday, and each of the successive one-year periods thereafter. After the initial Withdrawal Year, each Withdrawal Year shall commence on the Participant's birthday and shall end on the day prior to the Participant's next birthday.

3. INTRODUCTION TO THE CONTRACT

3.1 The Contract

This Contract and any attached application, amendments, riders or Endorsements constitute the entire Contract between you and us. The Contract is issued in consideration of the Premiums you pay to it.

This Contract is intended to serve as a guaranteed retirement income facility within the Host Investment Option.

Only our president, a vice president or secretary is authorized to amend, change or modify any of the Contract's terms, provisions or requirements. Any such amendment, change or modification must be in writing. We may amend, change or modify this Contract if required by law, including any amendment, change or modification necessary to continue to qualify such Contract as an annuity contract under applicable law. An Endorsement added to comply with applicable law does not require your consent but is subject to regulatory approval. Any such amendments, changes or modifications will apply uniformly to all Contracts that are affected.

3.2 The Contract Holder

The Contract Holder owns the Contract on behalf of each Plan and is entitled to exercise the rights incident to Contract ownership. We will make payments only upon the written direction of the Contract Holder or its designated representative(s). We shall rely upon the instructions of the Contract Holder or its designated representative(s) in accepting payments of Premium to this Contract and making payments from this Contract (including payments attributable to Plan loans, hardships and qualified domestic relations orders). Our payments in accordance with your instructions shall fully discharge our obligation to the extent of such payment.

3.3 The Plans

Each Plan has appointed the Contract Holder to own this Contract on its behalf. The terms of a Plan may determine the disposition of any Contract benefits accrued by Participants under a Plan in certain circumstances, such as the identification of Beneficiaries to whom benefits may become payable under the Plan. This Contract is intended to operate in a manner that is consistent with the terms of each Plan. However, we are not a fiduciary of any Plan and the terms of any Plan do not expand or change the terms of the Contract or impose any responsibilities or duties on us other than those set forth in this Contract.

3.4 The Participants

Individual Accounts under this Contract are established under the names of Participants. However, a Participant has no direct right, title or interest in or to his or her Individual Account. Benefits accrued under this Contract represent benefits of the Plan, and the availability of Contract benefits to any Participant is subject to the terms of that Participant's Plan and the direction of the Contract Holder and Plan's authorized representative.

3.5 The Beneficiary

Any amount payable under this Contract following a Participant's death will be paid to the Participant's primary Beneficiary, as determined under the terms of the Plan. You are responsible for keeping appropriate Beneficiary designation records. Our payment in accordance with your instructions shall fully discharge our payment obligation and we shall have no liability for any disputed benefit payment claims brought by any other claimant.

4. PREMIUMS AND TRANSFERS

4.1 Premiums

All Premiums directed to this Contract will be allocated to the Variable Sub-Account. An Individual Account will be established under the name of each Participant for whom Premiums are remitted.

We retain the right, in our discretion, to refuse to accept all Premiums following 180 days prior written notice.

We may refuse to accept Premium for any Individual Account if the MGWB Base of that Individual Account exceeds the amount shown on the Contract Schedule under Premiums.

All Premiums are classified by source as Contribution Premium or Transfer Premium. Contribution Premiums are assigned the Contribution Withdrawal Rate in effect on the Business Day they are accepted. Transfer Premiums are assigned the Transfer Withdrawal Rate in effect on the Business Day they are accepted, except that Transfer Premiums directed to an Individual Account will not be accepted if, at any time during the prior 180 day period, a Withdrawal was paid from that Individual Account.

Premium allocations will be made as of the earlier of 4P.M. Eastern Time and close of business on the Business Day such Premium is received by us. Any Premium received by us after the close of regular trading on the New York Stock Exchange will be allocated as of the close of business on the next Business Day.

4.2 Contribution Premiums

Premiums attributable to the following sources are classified as Contribution Premiums:

- (1) Amounts newly contributed to Plans by Participants and sponsoring employers,
- (2) Participant loan repayments;
- (3) The re-balancing of assets within the Host Investment Option; and
- (4) Transfers from other investment options available under Plans if and to the extent made within the first 90 days that the Host Investment Option is first available to a Plan.

4.3 Transfer Premiums

Premiums attributable to the following sources are classified as Transfer Premiums:

- (1) Transfers from other investment options available under Plans made at any time after the first 90 days that the Host Investment Option is first available to a Plan;
- (2) Rollover contributions and Roth re-characterizations; and
- (3) Amounts directed to the Host Investment Option from the liquidation proceeds of a discontinued investment alternative and at the instruction of a Plan's investment fiduciaries (i.e., amounts that are mapped).

4.4 Variable Sub-Account No Longer Available

If the Variable Sub-Account is no longer available for the allocation of Premium because it has been substituted by or merged into another Variable Sub-Account, we will allocate your Premiums to the substituted or merged Variable Sub-Account. The Portfolio in which the substitute or proposed replacement Variable Sub-Account invests may have higher fees and charges than the Portfolio it replaces.

5. CONTRACT VALUE

5.1 The Separate Account

The Separate Account is kept separate from our general account and any other separate accounts we may have. We own the assets in the Separate Account. Assets equal to the reserves and other liabilities of the Separate Account will not be charged with liabilities that arise from any other business we conduct. We may transfer to our general account amounts of the Separate Account that exceed the reserves and other liabilities of the Separate Account. Income along with realized and unrealized gains or losses from assets in the Separate Account are credited to or charged against the Separate Account without regard to other income, gains or losses in our general account and other separate accounts.

Amounts allocated to the Separate Account purchase Units of the Separate Account. Units are redeemed when amounts are withdrawn from the Separate Account. The number of Units purchased or redeemed under this Contract on any given day is equal to the dollar amount of the transaction divided by the Unit Value for that day. We determine the Unit Value at the end of each Valuation Period and it equals the net asset value of a share of the Portfolio at the end of that Valuation Period.

We accept Portfolio unit values as reported by the trustee or custodian of the Portfolio or such other person as may be agreed to in writing by us and the Plan.

Variable Sub-Accounts

The Separate Account is divided into Variable Sub-Accounts, each of which invests in a designated Portfolio.

Changes Within the Variable Sub-Account

We have the right to change or substitute a new Portfolio for the Portfolio in which the Variable Sub-Account invests. A change or substitution may become necessary if the Portfolio or Variable Sub-Account is no longer available for investment, if the Portfolio or Variable Sub-Account no longer suits the purpose of the Contract or for another reason we deem appropriate.

We will send Notice to You at least 60 days in advance of any changes or substitution of Portfolios within the Variable Sub-Account explaining (i) the proposed modification, (ii) disclosing any resulting change in the fees you pay, (iii) identifying the effective date of the change, (iv) explaining the Plan's right to reject the change and terminate this Contract and (v) that failure to object will be treated as your consent to the proposed change.

We may transfer assets of the Variable Sub-Account to another Separate Account or to another Variable Sub-Account by merger, substitution or transfer. We may also close a Variable Sub-Account to new Premiums. The Portfolio in which the successor Variable Sub-Account invests may have higher fees than the prior Portfolio. We will send Notice to you at least 60 days in advance of any such change.

5.2 The Accumulation Value

The Accumulation Value of this Contract is the sum of the Individual Account Values allocated to the Variable Sub-Account. The Variable Sub-Account is valued at the close of each Business Day.

On the Contract Date, the Accumulation Value of the Variable Sub-Account equals the initial Premium allocated to that Variable Sub-Account, less premium tax if applicable.

At the close of each Business Day thereafter, the Accumulation Value of the Variable Sub-Account is calculated as follows:

- (1) We start with the Accumulation Value in the Variable Sub-Account at the close of the preceding Business Day;
- (2) We multiply (1) by the Variable Sub-Account's Net Return Factor, explained below, for the current Valuation Period;

- (3) We add to (2) any Premium accepted, less premium taxes if applicable, to the Variable Sub-Account during the current Valuation Period;
- (4) We add or subtract transfers to or from that Variable Sub-Account during the current Valuation Period;
- (5) We subtract from (4) any Withdrawals, from the Variable Sub-Account during the current Valuation Period; and
- (6) We subtract from (5) the Daily Benefit Charge and Daily Program Fee set forth in the Contract Schedule for each day in the current Valuation Period.

Variable Sub-Account's Net Return Factor

The Net Return Factor for the Variable Sub-Account is calculated as follows:

- (1) We take the net asset value of the Portfolio in which the Variable Sub-Account invests at the close of the current Business Day;
- (2) We add to (1) the amount of any dividend or capital gains distribution declared for the Portfolio and reinvested in such Portfolio during the current Valuation Period; and
- (3) We divide (2) by the net asset value of the Portfolio at the close of the preceding Business Day.

5.3 Charges and Expenses

Daily Benefit Charge

We assess the Daily Benefit Charge on a daily basis. We may, at any time, charge less but will never charge more than the maximum Daily Benefit Charge shown in the Charges and Fees table in the Contract Schedule. You may contact us at any time for the actual Benefit Charge applicable to you.

Daily Program Fee

We deduct the Daily Program Fee on a daily basis and remit the proceeds in accordance with your instructions. We may at any time charge less but we will never charge more than the maximum Daily Program Fee shown in the Charges and Fees table in the Contract Schedule. You may contact us at any time for the actual Daily Program Fee applicable to you.

Premium Tax

We may deduct from the Individual Account Value the amount of any premium tax or other state and local taxes levied by any state or local government entity when the Individual Account Value is applied to an Annuity Plan as described in Section 7.

We have the right to change the amount we charge for any premium tax to conform to changes in the applicable law or if a Participant changes their state of residence. Unless directed otherwise, any premium taxes will be deducted from all Variable Sub-Accounts on a pro rata basis.

Other Taxes

We do not expect any U.S. federal income tax liability attributable to the Separate Account. However, changes in federal laws, regulations and/or their interpretation may result in our being taxed on income or gains attributable to the Separate Account. In this case, a charge may be deducted from the Separate Account to provide for the payment of such taxes.

6. CONTRACT SURRENDER AND BENEFITS

6.1 Contract Surrender

You may surrender all or any portion of this Contract for its Accumulation Value at any time. A surrender of the entire Accumulation Value in some, but less than all, Individual Accounts is a partial surrender. Upon a partial surrender, we will pay the Accumulation Values of the Individual Accounts being surrendered. To surrender all or any portion of this Contract for its Accumulation Value, you must provide Notice to Us. If we

receive your Notice to Us before the close of business on any Business Day, the Accumulation Value payment amount will be determined at the close of business on such Business Day; otherwise, the Accumulation Value will be determined as of the close of the next Business Day. Upon payment of the Accumulation Value, the MGWB shall terminate, as to any Individual Accounts surrendered, all of our obligations under this Contract shall be fully discharged as to any Individual Accounts surrendered, such Individual Accounts shall thereupon terminate and shall cease to have any further value.

6.2 Withdrawals

You may withdraw a portion of the Accumulation Value of any Individual Account, subject to the terms and conditions stated below, by providing Notice to Us. If we receive your Notice to Us before the close of business on any Business Day, the Withdrawal will be taken at the close of business on such Business Day; otherwise, the Withdrawal will be taken as of the close of the next Business Day. Any Excess Withdrawal from an Individual Account will be deemed to be a full Surrender and the Individual Account Value will be paid if, at the time of the Withdrawal, no Premiums have been received for the Individual Account during the prior 24 months and the remaining Individual Account Value as of the close of that Business Day is less than \$2,500.

The Minimum Guaranteed Withdrawal Benefit (MGWB)

A Minimum Guaranteed Withdrawal Benefit is effective as of the date each Individual Account is established. An MGWB guarantees that a pre-determined amount, the MAW, may be withdrawn from the Individual Account annually during each Withdrawal Year following a Lifetime Withdrawal Phase election, regardless of market performance and even if the Individual Account Value is zero, until the date of the Participant's death, in the case of a single life MGWB, or the later of the date of the Participant's death and the date of death of the Participant's spouse, in the case of a Joint and Survivor MGWB, or the MGWB is otherwise terminated.

MGWB Base

On the date an Individual Account is established, the initial MGWB Base is established at an amount equal to the initial Premium for that Individual Account. Thereafter, the MGWB Base will increase by the amount of any additional Premiums we agree to accept, as well as by the amount of any Ratchets as described below, and decrease by the amount of any withdrawal adjustments attributable to Excess Withdrawals.

To the extent additional Premium is accepted, on any date that such additional Premium is received, the MGWB Base will increase by the amount of that additional Premium. If additional Premium is received on a Ratchet Date, that Additional Premium will be added to the MGWB Base before any otherwise applicable Ratchets are applied.

Ratchets

A Ratchet is an increase to the MGWB Base equal to the amount by which the Individual Account Value on the applicable Ratchet Date is greater than the Individual Account MGWB Base on such Ratchet Date. On any Ratchet Date following the date an Individual Account is established, if the current Individual Account Value is greater than the current Individual Account MGWB Base, the Individual Account MGWB Base will be set equal to the current Individual Account Value. If the Individual Account Value on the applicable Ratchet Date is equal to or less than the Individual Account MGWB Base on such Ratchet Date, no Ratchet occurs.

On the day an Individual Account enters the Lifetime Withdrawal Phase, if not occurring on a Ratchet Date, if the Individual Account Value as of the previous Business Day is greater than the current Individual Account MGWB Base, the Individual Account MGWB Base will be set equal to the Individual Account Value as of the previous Business Day.

If a Ratchet Date falls on a non-Business Day, the determination of whether a Ratchet occurs will take place on the previous Business Day using the Individual Account Value as of the close of that day.

MAW Percentage

At any point in time, the MAW Percentage applicable to an Individual Account is the dollar weighted average of the Contribution Withdrawal Rates, Transfer Withdrawal Rates and Ratchet Withdrawal Rates associated with the Contribution Premiums, Transfer Premiums and Ratchets, respectively, allocated to that Individual Account.

Contribution Withdrawal Rates

Contribution Premiums are assigned the Contribution Withdrawal Rates in effect on the date such Premiums are allocated to an Individual Account. Subject to the Contribution Rate Floor shown in the Minimum Guaranteed Withdrawal Benefit (MGWB) Data Table on the Contract Schedule, we may prospectively change the Contribution Withdrawal Rate that will be in effect for any calendar quarter, upon no fewer than 8 Business Days Notice to You. Any change in the Contribution Withdrawal Rate applies to future Contribution Premiums but does not apply to Contribution Premiums already allocated to an Individual Account.

Transfer Withdrawal Rates

Transfer Premiums are assigned the Transfer Withdrawal Rates in effect on the date such Premiums are allocated to an Individual Account, subject to the limitations set forth in Section 4.1. Subject to the Transfer Rate Floor shown in the Minimum Guaranteed Withdrawal Benefit (MGWB) Data Table on the Contract Schedule, we may prospectively change the Transfer Withdrawal Rate that will be in effect for any calendar month, upon 2 Business Days Notice to You. Any change in the Transfer Withdrawal Rate applies to future Transfer Premiums but does not apply to Transfer Premiums already allocated to an Individual Account.

Ratchet Increase Withdrawal Rates

Ratchets are assigned a Withdrawal Rate equal to the dollar weighted average of an Individual Account's Withdrawal Rates on the Ratchet Date, as described in the Minimum Guaranteed Withdrawal Benefit (MGWB) Data Table on the Contract Schedule.

Lifetime Withdrawal Phase

The Lifetime Withdrawal Phase is the period under the Minimum Guaranteed Withdrawal Benefit during which the Maximum Annual Withdrawal is available for withdrawal. No additional Contribution Premiums or Transfer Premiums will be accepted after an Individual Account has entered the Lifetime Withdrawal Phase. An Individual Account will enter the Lifetime Withdrawal Phase of the Minimum Guaranteed Withdrawal Benefit on a date elected by the Participant, or if later, within the number of Business Days shown in the Contract Schedule following our receipt of a completed benefit election form for the Participant in good order, but in no event earlier than the date the Participant attains the earliest of the lifetime withdrawal commencement ages shown in the Minimum Guaranteed Withdrawal Benefit (MGWB) Data Table on the Contract Schedule. To initiate the Lifetime Withdrawal Phase, the Participant shall be required to furnish:

- (1) Proof of Age in such form as we may reasonably require;
- (2) Confirmation from the Plan's authorized representative that the Participant is eligible to receive a distribution under the Plan and has no outstanding Plan loans; and
- (3) If the Participant is electing a Joint and Survivor MGWB, evidence that the Participant's spouse has been designated as the sole primary beneficiary under the Plan.

The Minimum MGWB Base required to initiate the Lifetime Withdrawal Phase is shown in the Contract Schedule.

The Individual Account will remain in the Lifetime Withdrawal Phase until the earlier of:

- (1) The date the Individual Account is Surrendered or otherwise terminated, at which time the Minimum Guaranteed Withdrawal Benefit also is terminated;

- (2) The Participant's death, in the case of a single life MGWB, or the later of the date of the Participant's death and the date of death of the joint covered life in the case of a Joint and Survivor MGWB, at which time the Minimum Guaranteed Withdrawal Benefit will terminate and no further Minimum Guaranteed Withdrawal Benefits will be payable;
- (3) The date the Individual Account Value is reduced to zero by an Excess Withdrawal, at which time the Minimum Guaranteed Withdrawal Benefit will terminate and no further Minimum Guaranteed Withdrawal Benefits will be payable; and
- (4) The date the Individual Account enters Lifetime Automatic Periodic Benefit Status.

Maximum Annual Withdrawal (MAW) Calculation

On the day an Individual Account enters the Lifetime Withdrawal Phase, and on each subsequent Ratchet Date, if any, the Maximum Annual Withdrawal (MAW) will be set at an amount equal to:

- (1) The MAW Percentage, multiplied by
- (2) The MGWB Base, after any calculations occurring on that day that would result in an increase to the MGWB Base.

The MAW is subject to downward or upward adjustment when the Lifetime Withdrawal Phase is elected at an age that is earlier or later than the Assumed Lifetime Withdrawal Commencement Age as shown in the MGWB Data Table in the Contract Schedule. The adjustment factors for early and for deferred Lifetime Withdrawal Phase Commencements are shown in the Minimum Guaranteed Withdrawal Benefit (MGWB) Data Table on the Contract Schedule. In the case of a Joint and Survivor MGWB, the MAW is subject to further downward adjustment by the percentage reduction factors shown in the Joint and Survivor Option Data Table on the Contract Schedule.

Carryover Allowance for Initial Withdrawal Years of 60 Days or Less

If a Participant's initial Withdrawal Year is 60 days or less, and the Participant withdraws less than the MAW during the initial Withdrawal Year, the MAW for the Participant's second Withdrawal Year shall be increased by such non-withdrawn amount. This is the only circumstance where unused MAW amounts in one Withdrawal Year carry over to a subsequent Withdrawal Year.

Lifetime Automatic Periodic Benefit Status

The Lifetime Automatic Periodic Benefit Status is the period during which periodic payments, called MGWB Periodic Payments, will be paid to a Participant or, in the case of a Joint and Survivor MGWB, the Participant's survivor. If the Individual Account Value is reduced to zero (other than by an Excess Withdrawal or Surrender), the Individual Account will enter the Lifetime Automatic Periodic Benefit Status on the date of the first MGWB Periodic Payment. The MGWB Periodic Payment is an annual amount equal to the MAW. MGWB Periodic Payments will begin on the Participant's birthday following the date the Individual Account Value is reduced to zero (other than by an Excess Withdrawal).

At the time the Individual Account Value is reduced to zero (other than by an Excess Withdrawal), if the MAW exceeds the net Withdrawals for that Withdrawal Year, including the Withdrawal that reduced the Individual Account Value to zero where the Withdrawal is at the direction of the Plan, a payment will be paid immediately to the Participant (or the Participant's survivor in the case of a Joint and Survivor MGWB) equal to the excess of the MAW over such net Withdrawals. Thereafter, MGWB Periodic Payments in an annual amount equal to the MAW will be payable as described above.

When the Individual Account enters the Lifetime Automatic Periodic Benefit Status:

- (1) The Contract will provide no further benefits under the Individual Account other than those provided in connection with the Minimum Guaranteed Withdrawal Benefit; and
- (2) No Additional Premiums to the Individual Account will be accepted.

While in the Lifetime Automatic Periodic Benefit Status, MGWB Periodic Payments will continue to be paid annually until the Participant's death or, in the case of a Joint and Survivor MGWB, the later of the date of the Participant's death and the death of the joint covered life. After an Individual Account enters the Lifetime Automatic Periodic Benefit Status, the Individual Account including the Minimum Guaranteed Withdrawal Benefit will terminate when the Participant dies, in the case of a single life MGWB, or the later of the date of Participant's death and the death of the joint covered life in the case of a Joint and Survivor MGWB. If MGWB Periodic Payments are subsequently disbursed, but before we are notified of the death terminating our payment obligation, the Participant's or Beneficiary's estate, as applicable, is obligated to return such subsequent MGWB Periodic Payments.

Withdrawal Adjustments to MGWB Base

The amount of any Withdrawal adjustments will be calculated as follows:

- (1) For any Excess Withdrawals requested, the Withdrawal adjustment to the MGWB Base will be applied on a pro rata basis as described below; and
- (2) Any withdrawals that are not Excess Withdrawals requested while the Individual Account is in the Lifetime Withdrawal Phase, will have no impact to the MGWB Base.

Excess Withdrawals

On the date that any Excess Withdrawal occurs, an immediate pro rata reduction will be applied to the MGWB Base. The proportion of any such pro rata reduction will equal:

$$\frac{A}{\{B - (C - A)\}}$$

Where: A is the amount of the Excess Withdrawal; B is the Individual Account Value immediately prior to the Withdrawal; and C is the total amount of the current Withdrawal. This means the MGWB Base is reduced by the same percentage that the Individual Account Value is reduced by the Excess Withdrawal.

Minimum Guaranteed Withdrawal Benefit Termination

The Minimum Guaranteed Withdrawal Benefit may not be cancelled unless the Individual Account is Surrendered or terminated or as described in Sections, 6.1 and 6.2. The Minimum Guaranteed Withdrawal Benefit has no surrender value or other non-forfeiture benefits upon termination.

6.3 Qualified Domestic Relations Orders

Upon your instruction, we will establish Individual Accounts for alternate payees under this Contract to give effect to qualified domestic relations orders approved by a Plan.

If the alternate payee's Individual Account is established prior to commencement of the Participant's Lifetime Withdrawal Phase, then:

- (1) The alternate payee's Individual Account shall be credited with a pro-rata portion of the Participant's Individual Account Value, no portion of the Participant's MGWB shall transfer to the alternate payee's Individual Account, and no MGWB shall accrue to the alternate payee thereafter; and
- (2) The Participant's MGWB Base shall be reduced to account for amounts transferred to the alternate payee's Individual Account in the manner prescribed for Withdrawals under Section 6.2.

If the alternate payee's Individual Account is established after commencement of the Participant's Lifetime Withdrawal Phase, then:

- (1) The alternate payee's Individual Account shall be credited with both a pro rata portion of the Participant's Individual Account Value and a pro rata portion of the Participant's MGWB. The MGWB of the alternate payee shall be based on the life of the Participant (or the applicable joint lives in the case of a Joint and Survivor MGWB) and not on the life of the alternate payee; and
- (2) The Participant's MGWB Base shall be reduced pro rata.

6.4 Rollover Privilege

Subject to the provisions of the Plan, beginning 12 months from the date the Plan first invests in the Contract, a Participant may request a Rollover Contract issued to the Participant as owner and annuitant, providing for a guaranteed withdrawal benefit, subject to the following terms and conditions:

- (1) A request for direct rollover of the Participant's entire Individual Account Value is made or authorized by the Plan and the Contract Holder;
- (2) The amount to be rolled over is eligible for distribution under the Plan;
- (3) The Participant, whose Individual Account is to be rolled over applies for the Rollover Contract in accordance with applicable procedures then in effect;
- (4) The amount rolled over must be at least the Minimum Rollover Amount shown in the Contract Schedule; and
- (5) The Rollover Contract has been approved for sale in the applicable state.

The Participant's Individual Account Value on the effective date of the rollover will be transferred to the Rollover Contract.

If the rollover occurs after we begin MGWB Periodic Payments, the Rollover Contract will provide a guaranteed withdrawal amount benefit with a guaranteed annual withdrawal amount not less than the MGWB Periodic Payment amount in effect on the day of the rollover, but otherwise may have different terms and conditions than this Contract. If the rollover occurs before we begin MGWB Periodic Payments, the guaranteed withdrawal amount will be calculated under the terms of the Rollover Contract.

7. ANNUITY PAYMENTS

7.1 Annuitization

This "Annuitization" section primarily describes the right to receive certain payments upon Annuitization, including guarantees with respect to certain life contingent payment options. The annuity commencement date is the date annuity payments are scheduled to begin and it is selected by the Participant.

Annuitization Process

Annuitization is irrevocable once payments have begun. The Participant must provide Nationwide a completed annuitization form to annuitize their Individual Account. The form indicates the following items:

- (1) election of an annuity payment option,
- (2) election of payment frequency,
- (3) any beneficiary information if the annuity payment option includes a death benefit; and
- (4) election of annuity commencement date.

Calculation of Annuity Payments

The first payment of a level payment annuity is determined by applying the Individual Account Value less applicable premium tax, to the guaranteed annuity tables for the annuity payment option elected. We will use the current annuity rates as of the annuity commencement date if the current annuity rates provide for a larger annuity payment than the guaranteed rates.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than 1.5% minimum interest and the Female Annuity 2000 Mortality Table with Female Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
2011 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
Starting 2044	Age last birthday minus 10 years, reduced by one additional year for payments beginning in each succeeding ten year period.

**Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuitization Dates.*

Frequency and Amount of Payments

All annuity payments will be mailed within 10 business days of the scheduled payment date. Payments will be made based on the annuity payment option selected and frequency selected. However, if the net amount to be applied to any annuity payment option at the annuity commencement date is less than \$2,000, Nationwide has the right to pay this amount in one lump sum instead of periodic annuity payments.

If any annuity payment would be less than \$100, Nationwide may change the frequency of payments to an interval that results in payments of at least \$100. In no event will Nationwide make payments under an annuity option less frequently than annually.

Large Size Annuity Contracts

Any references in this Contract to Premium amounts in excess of \$1,000,000 are assumed to have been approved by Nationwide. When permitted to submit Premium in excess of \$1,000,000, additional restrictions apply.

Notwithstanding any other provision in the Contract, the following will apply to all Individual Account established where cumulative Premium received exceed \$2,000,000 Nationwide may limit the available annuity payment option to a fixed Single Life with a guaranteed period of payments through age 95 or 20 years (whichever is greater).

Additionally, Nationwide may limit the amount of the Individual Account Value applied to an annuity payment option to \$5,000,000 per Individual Account. For amounts in excess of \$5,000,000, the Participant must:

- (1) reduce the amount to be annuitized to \$5,000,000 or less by taking a Withdrawal of the portion of the Individual Account Value in excess of \$5,000,000 or
- (2) annuitize the portion of the Individual Account Value in excess of \$5,000,000 under an Annuity payment option with a term certain, if available.

7.2 Annuity Payment Options

Selection of annuity payment option

The Participant must select an annuity payment option prior to Annuitization. The following applies to the selection of an annuity payment option:

- (1) If no annuity payment option is selected, Nationwide will automatically set it as a life annuity with a guaranteed period of 240 months.
- (2) Whether the annuity payment option is selected by the Participant or established automatically by Nationwide the annuity payment option may not be changed.

- (3) Annuity payment options available may be limited based on age of the Annuitant (and any designated second person upon whose continuation of life any lifetime payments may depend).
- (4) Annuity payment options may also be limited based on requirements under the Code.

The annuity payment options found in the Contract are guaranteed to be available by Nationwide subject to the restrictions set forth in the preceding paragraphs and the "Large Size Annuity Contracts" subsection of the "Annuitization" section.

Single Life

The amount to be paid under this option will be paid during the lifetime of the Annuitant. Payments will cease with the last payment due prior to the death of the Annuitant.

No withdrawals other than the scheduled annuity payments are permitted. No death benefit will be paid.

Standard Joint and Survivor

The amount to be paid under this option will be paid during the joint lifetimes of the Annuitant and a designated second person. Payments will continue as long as either is living. Payments will cease with the last payment due prior to the death of the last survivor of the Annuitant and the designated second person.

No withdrawals other than the scheduled annuity payments are permitted. No death benefit will be paid.

Single Life With 10 or 20 Year Term Certain

The amount to be paid under this option will be paid during the lifetime of the Annuitant. A guaranteed term of 10 or 20 years may be selected. If the Annuitant dies prior to the end of this guaranteed period, the beneficiary chosen by the Participant will receive the remaining guaranteed payments.

No withdrawals other than the scheduled annuity payments are permitted.

Any Other Option

Payment options not set forth in the Contract are available only if they are approved by Nationwide.

8. OTHER IMPORTANT INFORMATION

8.1 Annual Report to Owner

We will provide a report to you at least once during each calendar year. The report will show the current Accumulation Value of this Contract and of each Individual Account, as well as amounts deducted from, or added to, the Accumulation Value since the last report. The report will also include any other information that is required by law or regulation.

This report will be sent to you at your last known address within sixty days after the report date. Upon your request, we will provide additional reports, but reserve the right to assess a reasonable charge for each additional report.

8.2 Assignment

This Contract is non-assignable.

8.3 Misstatement Made in Connection with this Contract

We require proof of the age of any person upon whose life the MGWB or Annuity Payments are determined. If the age of any such person has been misstated, we will adjust future benefits. In making the adjustment, the Host Investment Option applicable to the correct age will be used and the MGWB Base will be reset to equal the Individual Account Value. We will correct any underpayments due to such misstatement, and we will deduct any overpayments from future payments until the overpayment has been repaid in full.

We reserve the right to void any Individual Account and pay only the Accumulation Value in the event you, a Plan or a Participant make any material misrepresentation in connection with the establishment of an Individual Account under this Contract.

8.4 Payments We May Defer

We may not be able to determine the value of the assets in the Variable Sub-Account when:

- (1) The New York Stock Exchange is closed;
- (2) Trading on the New York Stock Exchange is restricted;
- (3) An emergency exists as determined by the SEC so that the sale of securities held in the Separate Account may not reasonably occur or so that we may not reasonably determine the value of the Separate Account's net assets; or
- (4) The SEC so permits for the protection of security holders.

During such times, as to amounts allocated to the Variable Sub-Accounts, we may delay:

- (1) Determination and payment of the Accumulation Value;
- (2) Allocation changes of the Accumulation Value; or
- (3) Application of the Accumulation Value under an Annuity Plan.

8.5 Rules for Interpreting this Contract

In this Contract, headings and captions are intended for convenience in reference only and do not affect interpretation of the Contract's provisions. Unless the context clearly indicates otherwise:

- (1) All language which implies the singular will also include the plural (and vice versa) and any words indicating one gender will also include the other gender, as appropriate; and
- (2) Where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase will have a corresponding meaning.

8.6 Non-Waiver

We may, in our discretion, elect not to exercise a right, privilege, or option under the Contract. Such election will not constitute a waiver of the right to exercise such right, privilege, or option at any subsequent time, nor will it constitute a waiver of any provision in the Contract.

8.7 Suspensions and Terminations

As provided in Section 4.1, we may suspend the Contract by refusing to accept new Premiums and other payments following 180 days prior written notice.

While acceptance of new premiums or other payments are suspended, all provisions of this Contract will continue to apply, subject to the following:

- (1) No further Premiums or other payments will be made to the Contract;
- (2) The contract surrender and benefits provided under Section 6 remain in effect in accordance with the terms and conditions of this Contract; and
- (3) The Company will continue to assess the charges and expenses under this Contract in accordance with Section 5.3.

When all of our obligations under the Contract have been satisfied, the Contract will terminate. This Contract may also be terminated at any time by agreement of the Contract Holder, on behalf of a Plan, and the Company.

This Contract terminates on the earliest of:

- (1) The date when all obligations under this Contract have been satisfied;
- (2) The date the entire Accumulation Value is withdrawn; or
- (3) The date that the Company receives notice that the Plan is no longer qualified under Section 401(a) or Section 457(b) of the Code.

Upon termination of this Contract, all liability of the Company under this Contract terminates and the Company will pay the Accumulation Value to the Contract Holder, for the benefit of the Plan, or provide a Rollover Contract as described in Section 6.4.

**GUARANTEED ANNUITY TABLES
MONTHLY BENEFITS PER \$1000 APPLIED**

JOINT AND SURVIVOR MONTHLY ANNUITY PAYMENTS

<u>Adjusted Age of Joint Annuitant*</u>	<i>Adjusted Age of Annuitant*</i>						
	50	55	60	65	70	80	90
50	2.48	2.58	2.65	2.70	2.74		
55	2.58	2.71	2.83	2.93	3.00		
60	2.65	2.83	3.01	3.17	3.30	3.45	
65		2.93	3.17	3.42	3.63	3.93	
70			3.30	3.63	3.97	4.52	
80				3.93	4.52	5.94	7.07
90						7.07	

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS

ANNUITANT'S ADJUSTED AGE*		<u>Guarantee Period</u>		ANNUITANT'S ADJUSTED AGE*			
		120 MONTHS	240 MONTHS				
NONE				NONE			
50	2.79	2.78	2.75	70	4.87	4.71	4.17
51	2.85	2.84	2.81	71	5.07	4.88	4.24
52	2.91	2.90	2.86	72	5.28	5.05	4.32
53	2.97	2.96	2.91	73	5.52	5.23	4.39
54	3.04	3.02	2.97	74	5.76	5.42	4.45
55	3.11	3.09	3.03	75	6.03	5.62	4.51
56	3.18	3.16	3.09	76	6.33	5.83	4.56
57	3.26	3.24	3.16	77	6.64	6.04	4.61
58	3.34	3.32	3.23	78	6.99	6.25	
59	3.43	3.40	3.30	79	7.36	6.47	
60	3.52	3.49	3.37	80	7.77	6.69	
61	3.62	3.58	3.44	81	8.21	6.90	
62	3.72	3.68	3.52	82	8.69	7.12	
63	3.84	3.79	3.60	83	9.21	7.32	
64	3.96	3.90	3.68	84	9.77	7.52	
65	4.08	4.02	3.76	85	10.38	7.70	
66	4.22	4.14	3.84				
67	4.37	4.27	3.93				
68	4.52	4.41	4.01				
69	4.69	4.56	4.09				

*Adjusted Age is defined in the "Calculation of Annuity Payments" section of the Contract.

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Nationwide Life Insurance Company

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215
[1-800-848-6331]**

GROUP FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

This Contract is **non-participating** which means it will not pay dividends resulting from any of the surplus or earnings of Nationwide Life Insurance Company.



The Contract will become effective only upon acceptance, by signature below, of a duly authorized Nationwide Life Insurance Company ("Nationwide") signatory.

PLEASE PRINT
All sections of the application must be completed.

Plan Information

Plan

Name _____

Contractholder (Plan Fiduciary): _____

Plan Tax Identification
Number _____

Signatures

By signature below of the duly authorized person(s) the Contractholder (Plan Fiduciary), hereby:

- A.** acknowledges having received and read a sample Contract and this application;
- B.** acknowledges, understands and agrees to the various charges and funding arrangements under the Contract;
- C.** applies for participation in the Contract as a funding vehicle for the Plan;
- D.** agrees to be bound by the terms and conditions of the Contract;
- E.** acknowledges and understands that no person has authority to make or modify any contract or agreement on Nationwide's behalf, or to waive or alter any of Nationwide's rights or requirements; and
- F.** authorizes Nationwide to accept instructions by telephone, writing or electronically from the Contractholder or plan administrator authorized by it.

Annuity payments, death benefits, surrender values, and other contract values are variable when based on the investment experience of a separate account, and are not guaranteed as to fixed dollar amount. Additionally, any benefits, values or payments based on the performance of the underlying investment options may vary and are NOT guaranteed by Nationwide, or any other insurance company, by the U.S. Government, or any State government. They are NOT federally insured by the FDIC, the Federal Reserve Board or any agency Federal or State.

STATE INSURANCE FRAUD WARNINGS

FOR ALL STATES (EXCEPT THOSE NAMED BELOW and NY): Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

FOR DC RESIDENTS ONLY: WARNING: it is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FOR FL RESIDENTS ONLY: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

FOR NJ RESIDENTS ONLY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO OK AND PA RESIDENTS ONLY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

FOR WA RESIDENTS ONLY: Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

NOTICE TO AR, CO, KY, LA, ME, NM, OH, RI, AND TN RESIDENTS ONLY: Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.

**For Contractholder
(Plan Fiduciary):**

Print Name of Plan

City _____ State _____

Print Name of Contractholder (Plan Fiduciary)

Date

Signature of Contractholder (Plan Fiduciary)

City _____ State _____

Accepted for Nationwide Life Insurance Company

Signature of Nationwide Life Insurance Company Officer

Date

SERFF Tracking Number: NWFA-127317597 State: Arkansas
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 49346
 Company Tracking Number: VAC-0125AO
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: Group Flexible Premium Deferred Variable Annuity Contract
 Project Name/Number: /VAC-0125AO

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: Flesch cert is not applicable because the contract will be issued to a trust that will hold the Contract on behalf of an employer and used exclusively with defined contribution plans qualified under Section 401(a) of the Internal Revenue Code and governmental eligible deferred compensation plans under Code Section 457(b).		

Comments:

Readability is not applicable because the contract will be issued to a trust that will hold the Contract on behalf of an employer and used exclusively with defined contribution plans qualified under Section 401(a) of the Internal Revenue Code and governmental eligible deferred compensation plans under Code Section 457(b).

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: The application is being filed with the contract and is attached under the Form Schedule.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachment: Act Memo for Contract - VAC-0125AO.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variables		
Comments:		
Attachment: Statement of Variables.pdf		

SERFF Tracking Number: NWFA-127317597 State: Arkansas
Filing Company: Nationwide Life Insurance Company State Tracking Number: 49346
Company Tracking Number: VAC-0125AO
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: Group Flexible Premium Deferred Variable Annuity Contract
Project Name/Number: /VAC-0125AO

Item Status:

**Status
Date:**

Satisfied - Item: Consumer Information Notice

Comments:

Guaranteed Association Notice does not apply to this group variable annuity contract.

Attachment:

NRS-3510 Important Notice ING.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Certificates of Compliance

Comments:

Attachments:

Certificate of Compliance Reg 6.pdf

Certificate of Compliance Reg 19.pdf

07/13/11

Statement of Variability
Group Annuity Contract VAC-0125AO

<u>Contract Schedule/Title</u>	<u>Variation(s)/Parameters of Brackets</u>	<u>When Used/When Changed</u>
Face Page – Company Name Specifications: information is bracketed	The Company's telephone number is subject to change from time to time.	Changes are infrequent but may occur due to change in office locations.
	This information will vary to the extent necessary to accurately reflect “issue specific” data. It has been completed in “SPECIMEN” and “John Doe” fashion.	
	Contract Number [SPECIMEN]	At issue the contract will be assigned a contract number.
	Contract Holder [SPECIMEN]	At issue the name of the Contract Holder will be inserted.
	Host Investment Option [ING Lifetime Income Protection Funds]	The applicable Host Investment Option is adopted by the Plan, and changes to the Host Investment Option may be necessary to meet the requirements of a Plan.
	Contract Date [SPECIMEN]	We will insert the date the Contract is issued.
	Issue State [STATE]	We will insert the applicable jurisdiction/state of delivery.
	Separate Account [QPVA II]	Each issuer's separate account will be reflected here when issued.

07/13/11

Statement of Variability
Group Annuity Contract VAC-0125AO

<u>Contract Schedule/Title</u>	<u>Variation(s)/Parameters of Brackets</u>	<u>When Used/When Changed</u>
Contract Schedule – A. Premiums (see 4.1)	<p>We may refuse to accept Premium for any Individual Account if the MGWB Base of that Individual Account is [\$1,500,000], or more.</p> <p>The reference to the MGWB Base above which we may refuse to accept Premium will be set initially at \$1,500,000. This amount may be increased or decreased to an amount between \$500,000 and \$5,000,000.</p>	<p>The issuer will have the right to change the MGWB Base above which we may refuse to accept premium in a manner not unfairly discriminatory, depending on market conditions, then current interest rates and the regulatory environment.</p>
Contract Schedule – B. Charges and Fees	<p>Daily Benefit Charge: [2.00]% on an annual basis of each Individual Account Value</p> <p>The bracketed percentage shown in the Contract Schedule will identify the maximum annualized Daily Benefit Charge. The annualized Daily Benefit Charge will be initially set at 1.00%. This amount may be changed to an annualized percentage between 0.50% up to a maximum of 2.00% for new money invested in the Contract.</p>	<p>The issuer will from time to time, based on prevailing market conditions and then current interest rates determine the appropriate Daily Benefit Charge for providing the benefits under the Contract in a manner not unfairly discriminatory.</p>
	<p>Daily Program Fee: [3.00]% on an annual basis of each Individual Account Value</p> <p>The bracketed percentage shown in the Contract Schedule will identify the maximum annualized Daily Program Fee. The annualized Daily Program Fee will be initially set at 1.00%. This amount may be changed to an annualized percentage between 0.50% up to a maximum of 3.00% for new money invested in the Contract</p>	<p>The issuer will from time to time, based on prevailing market conditions and the then current costs associated with operation of the Host Investment Option, determine the appropriate Program Fee for providing this feature in a manner not unfairly discriminatory.</p>

07/13/11

Statement of Variability
Group Annuity Contract VAC-0125AO

<u>Contract Schedule/Title</u>	<u>Variation(s)/Parameters of Brackets</u>	<u>When Used/When Changed</u>
Contract Schedule – C. Minimum Guaranteed Withdrawal Benefit (MGWB) Data Table	Assumed Lifetime Withdrawal Commencement Age: 65 when [100%] of MAW is available The percentage of MAW available at the Assumed Lifetime Withdrawal Commencement Age will be initially set at 100%. This percentage may change for new money due to changes in regulations, economic conditions or mortality factors. The range of any such change will be up to 10 percentage points above or below the bracketed percentage (i.e. range from 90% to 110%).	The issuer will from time to time, based on prevailing market conditions and mortality factors, change the appropriate MAW percentage at the Assumed Lifetime Withdrawal Commencement Age of 65 in a manner not unfairly discriminatory. .
	Early Lifetime Withdrawal Commencement: The Participant's MAW is reduced to: [95%] when starting at age 64 [90%] when starting at age 63 [85%] when starting at age 62 The participant's MAW is subject to downward reduction when the commencement of lifetime withdrawals is before the Assumed Lifetime Withdrawal Commencement Age, i.e., age 65 but not less than age 62. The percentage of reduction will be initially set at the percentages shown above within the brackets. These percentages may change for new money due to changes in regulations, economic conditions or mortality factors. The range of any such change will be up to 10 percentage points above or below the bracketed percentages.	The issuer will from time to time, based on prevailing market conditions and mortality factors, determine the appropriate reduction in MAW to be applied to the participant's MGWB Base when there is an early lifetime withdrawal commencement in a manner not unfairly discriminatory. .

07/13/11

Statement of Variability
Group Annuity Contract VAC-0125AO

<u>Contract Schedule/Title</u>	<u>Variation(s)/Parameters of Brackets</u>	<u>When Used/When Changed</u>
	<p>Deferred Lifetime Withdrawal Phase Commencement: The Participant's MAW is increased to [102%] when starting at age 66 [104%] when starting at age 67 [106%] when starting at age 68 [108%] when starting at age 69 [110%] when starting at age 70 plus</p> <p>The participants MAW is subject to an increase when the commencement of lifetime withdrawals is after the Assumed Lifetime Withdrawal Commencement Age, i.e., age 65. There will be no additional increase in MAW after age 70. The percentage of increase will be initially set at the percentages shown above within the brackets. These percentages may change for new money due to changes in regulations, economic conditions or mortality factors. The range of any such change will be up to 10 percentage points above or below the bracketed percentages.</p>	<p>The issuer will from time to time, based on prevailing market conditions and mortality factors, determine the appropriate increase in MAW to be applied to the participant's MGWB Base when there is a deferred lifetime withdrawal commencement in a manner not unfairly discriminatory.</p>
<p>Contract Schedule –</p> <p>C. Minimum Guaranteed Withdrawal Benefit (MGWB) Data Table</p>	<p>Contribution Rate Floor: [1.5%]</p> <p>The Contribution Rate Floor will be initially set at 1.5%. This amount may be changed for new money to an amount between 1.0% and 3.0%.</p>	<p>The issuer will from time to time, based on prevailing market conditions, determine the appropriate contribution rate floor in a manner not unfairly discriminatory.</p>
	<p>Transfer Rate Floor: [1.5%]</p> <p>The Transfer Rate Floor will be initially set at 1.5%. This amount may be changed for new money to an amount between 1.0% and 3.0%.</p>	<p>The issuer will from time to time, based on prevailing market conditions, determine the appropriate transfer rate floor in a manner not unfairly discriminatory.</p>

07/13/11

Statement of Variability
Group Annuity Contract VAC-0125AO

<u>Contract Schedule/Title</u>	<u>Variation(s)/Parameters of Brackets</u>	<u>When Used/When Changed</u>
Contract Schedule – <u>D. Initial Variable Sub-Account:</u>	<u>Initial Variable Sub-Account: [Name of Sub-Account]</u> The bracketed language shown will be the Variable Sub-Account name.	The Variable Sub-Account name has been bracketed to accommodate any future variations or changes. The Sub-Account may change if it or the underlying Portfolio is no longer available or changes as provided in Sections 4.4 and 5.1 of the Contract.
Contract Schedule – <u>E. Withdrawals (see 6.2)</u>	<u>Withdrawals – Lifetime Withdrawal Phase: [20] Business days</u> Up to 20 Business Days is needed to validate the information provided by the Participant and to certify that the benefit election form is in Good Order.	The issuer will take up to a maximum of 20 Business Days to validate and process the information contained in the benefit election form from the date the form is accepted.
Contract Schedule – <u>F. The Minimum MGWB Base required to initiate the Lifetime Withdrawal Phase (See 6.2)</u>	<u>The Minimum MGWB Base required to initiate the Lifetime Withdrawal Phase [\$5,000] (See 6.2)</u> The Minimum MGWB Base required to initiate the Lifetime Withdrawal Phase will be initially set at \$5,000. This amount may be changed to an amount between \$5,000 and \$25,000.	The issuer will from time to time, based on prevailing market conditions and the then current costs associated with providing the MGWB benefit, determine the appropriate Minimum MGWB Base in a manner not unfairly discriminatory.

07/13/11

Statement of Variability
Group Annuity Contract VAC-0125AO

<u>Contract Schedule/Title</u>	<u>Variation(s)/Parameters of Brackets</u>	<u>When Used/When Changed</u>
Contract Schedule – G. Minimum Rollover Amount (See 6.4)	Minimum Rollover Amount: [\$5,000] (See 6.4) The Minimum Rollover Amount required to initiate the rollover privilege will be initially set at \$5,000. This amount may be changed to an amount between \$5,000 and \$25,000.	The issuer will from time to time, based on prevailing market conditions and the then current costs associated with providing the rollover privilege under the Contract, determine the appropriate Minimum Rollover Amount in a manner not unfairly discriminatory.
Back Page –	Comp[any Name - The telephone number of the Company is subject to change from time to time.	Changes are infrequent but may occur due to change in office locations.

Endnotes:

1. Explanation of bracketed values:

As detailed throughout this Statement of Variability, whenever we have stated that we reserve the right to issue documents (contracts and/or endorsements) with values or items that are different from the ones shown, Nationwide intends to do so in an equitable and non-discriminatory manner following our established rules. Nationwide therefore requests permission to issue such documents with the variations described without the need for resubmission to the insurance department for approval. See the filing cover letter for more details in this regard.



IMPORTANT INFORMATION FOR CONTRACT OWNERS

If you need to contact someone about this contract for any reason, please contact the financial services professional who services your annuity contract. If you have additional questions or need assistance you may contact Nationwide's Annuity Customer Service. The address and telephone numbers are below.

The name, address, and telephone number of the financial services professional who services your contract is shown on the Transaction Confirmation statement enclosed with your new contract.

You may write to Customer Service at:

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

or call toll free between the hours of 8:00 a.m. and 4:30 p.m. Eastern Time.

1-800-848-6331

If you feel you are not receiving adequate or reasonable service, you should feel free to contact:

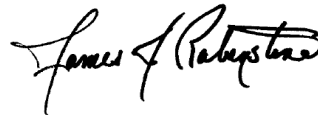
**Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904
1-800-852-5494**

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Re: Form Number(s) VAC-0125AO and VAA-0135AO

We certify that Regulation 6 has been reviewed and that the company is in compliance.
Nationwide was approved to issue variable contracts in Arkansas on November 9, 1982.

So certified this 4 day of August, 2011.



Signature

James J. Rabenstine

Officer and Title

Nationwide Life Insurance Company

Name of Company

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Re: Form Number(s) VAC-0125AO, VAA-0135AO

We certify that these form(s) comply with Regulation 19s10B, as well as all applicable requirements of the Department.

So certified this 4 day of August, 2010.



Signature

James J. Rabenstine, Vice President
Officer and Title

Nationwide Life Insurance Company
Name of Company